



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

Pomeroy, *Equity Jurisprudence* (4th ed. 1919) secs. 2147-2148. A similar option has been held sufficient to offend against the rule of perpetuities. See COMMENT (1919) 29 YALE LAW JOURNAL, 87. As to a suit to cancel an instrument void on its face, see (1914) 24 *ibid.*, 82.

INSURANCE—EXEMPTION CLAUSE—DEATH WHILE ENGAGED IN MILITARY SERVICE.—A life insurance policy exempted the insured from liability except for the reserve in case of "death while engaged in military or naval service in time of war, or in consequence of such service." The insured died of pneumonia while in service during the war. *Held*, that the plaintiff should recover. Smith, J. *dissenting*. *Benham v. American Central Life Ins. Co.* (1920, Ark.) 217 S. W. 462.

In a similar policy the exemption clause read "death while engaged in such [naval or military] service." *Held*, that the plaintiff should recover. McCulloch, C. J., and Jones, J. *dissenting*. *Nutt v. Security Ins. Co. of America* (1920, Ark.) 218 S. W. 675.

Where the exemption clause implies that exemption shall be conditional upon proof of a causal connection between the military service and the death, a cause peculiar to the service must be shown. *Kelly v. Fidelity Mutual Life Ins. Co.* (1919, Wis.) 172 N. W. 152. The defendant must prove the connection *conclusively*. *Malone v. State Life Ins. Co.* (1919, Mo.) 213 S. W. 877. The instant cases indicate that where the clause appears merely to cover the time of service, or even, as in the first case, almost excludes a requirement of a causal connection, it will be implied by the courts if possible. This is probably just, in view of the relatively lower death rate in the army from natural causes, but it is difficult to find any distinction from a recent case in the same court. *Miller v. Illinois Bankers' Life Assn.* (1919, Ark.) 212 S. W. 310; *cf.* also (1918) 28 YALE LAW JOURNAL, 193.

MUNICIPAL CORPORATIONS—GOVERNMENTAL FUNCTIONS DISTINGUISHED FROM MINISTERIAL—LIABILITY TO ONE INJURED BY THE NEGLIGENT DRIVING OF A HOSE TRUCK.—A hose truck returning to its station was negligently driven by a fireman in the employ of the defendant, and the plaintiff was struck and injured. *Held*, that the operation of fire apparatus is ministerial and corporate and not governmental in character, and that the city must pay damages to the plaintiff. *Fowler v. City of Cleveland* (1919, Ohio) 126 N. E. 72.

The court overrules *Frederick v. City of Columbus* (1898) 58 Oh. St. 538, 51 N. E. 35. See COMMENTS, *supra*, p. 911.

RESTRAINT OF TRADE—COLD STORAGE BEYOND STATUTORY LIMIT—POWERS OF EQUITY.—A Cold Storage Act provided that if an owner of certain food products should store them for as long as six months, it should be illegal for him to offer them for sale thereafter. An Anti-Trust Act made combinations of two or more persons to restrict trade, raise prices, or prevent competition punishable by civil damages and by fine and imprisonment. Equity jurisdiction had been conferred upon the lower court to enforce the latter Act. A packing company stored 150,000 pounds of pork with a warehouse company for more than six months, and at suit of the State the lower court granted an injunction against sale of the pork by the owner and appointed a receiver with direction to sell the pork in the market. *Held*, that this decree was within the court's equity powers, even though no statute authorized the particular remedy. *Columbus Packing Co. v. State* (1919, Ohio) 126 N. E. 291.

See COMMENTS, *supra*, p. 913.